# STATE OF UTAH CONTRACT NUMBER: MA1225

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Revision number: Purchasing Agent: Frank Volk

Phone #: 538-3707 Email: fvolk@utah.gov

**Item: Auto Body Repairs** 

Vendor: 56488D UNIQUE AUTO BODY

798 W CENTER ST.

MIDVALE, UTAH 84047

County: SALT LAKE

Internet Homepage: www.uniqueautobody.com

General Contact: Jeremy Weller
Telephone: 801-302-0966
Fax number: 801-302-0969

Email: Jeremy@uniqueautobody.com

**Usage Report Contact:** 

Telephone: Fax number: Email:

Reporting Type: Summary

Brand/trade name: N/A

Price: See attached Price List

Terms: Net 30

Effective dates: 04/14/06 - 04/13/08

Potential renewal options: Three 1-Year through 2011

Days required for delivery: N/A

Price guarantee period: Term of Contract

Freight: N/A
Minimum order: N/A
Min shipment without charges: N/A

Other conditions:

NOTE: THIS IS A NEW CONTRACT. (AWARDED TO SAME VENDOR).

BID NO: FV6919

This contract covers only those items listed in the price schedule. It is the responsibility of the agency to ensure that other items purchased are invoiced separately. State agencies will place orders directly with the vendor (creating a PG in Finet) and make payments for the same on a PV referencing the original PG. Agencies will return to the vendor any invoice which reflects incorrect pricing.



Rates:

Hourly rate for car and light truck body and paint repairs \$34.00 Hourly rate for heavy equipment body and paint \$50.00

## Locations:

56488D-A

UNIQUE AUTO BODY
798 W CENTER ST.
11521 S REDWOOD RAOD
MIDVALE, UTAH 84047
SOUTH JORDAN, UTAH 84095

### a) JOB ASSIGNMENT:

Vehicles to be repaired will be assigned on a rotating/area basis. If for some reason an awarded contractor is unable to accept a vehicle for repair, it will be given to the next the awarded contractor on the list.

### b) NOTIFICATION:

The Fleet Services Representative will notify the awarded contractor that he has a vehicle needing repairs and the awarded contractor will pick-up the vehicle within 24 hours. After 24 hours the next contractor will be assigned.

# c) ESTIMATE:

Where possible, the Utah State Division of Risk Management adjuster will provide the initial estimate for the contractor to begin vehicle repairs. In the event the Contractor feels that the estimate is in error or contains hidden and unseen damage was not covered in the initial estimate the Contractor shall contact risk management to write a supplemental estimate to repair the vehicle damage not covered. This estimate shall be in accordance with his bid price for parts and labor (due within 8 hours after vehicle pick-up). The estimate shall indicate labor and/or parts cost by component. If the estimate is over \$500.00, the Contractor must contact Risk Management Adjuster, or the Fleet Services Representative to inspect the vehicle damage. (At the state's option to inspect) The Contractor shall email a copy to the Risk Managements Adjuster and Fleet Services Representative. If a scheduled vehicle comes in to be seen and it is determined that the damage is "not worth repair", or should the Contractor choose to do a "no charge repair" the Contractor must send an email with those statements to the Fleet Services Representative.

### d) ESTIMATE APPROVAL:

The Fleet Services Representative may approve the estimate if damages are under \$500.00. If over \$500.00, the State adjuster must inspect the vehicle (at the state's option) and negotiate a final price. The adjuster shall inform the Fleet Services Representative of the final estimate and the Fleet Services Representative shall approve or disapprove. On vehicles that "total out", a written statement of total loss shall be furnished to fleet Services to include all pertinent accident and financial information and disposition of vehicle.

### e) HIDDEN DAMAGE:

During the course of repair, if additional damage is found which was not included in original estimate, the appraiser must inspect (at the state's option) and approve the additional repairs. A revised estimate shall then be made by the contractor and emailed to the Risk Management Department and Fleet Services Representative. Risk Management is responsible for the approval and payment of all hidden damage found



after the work is assigned. ALL SUPPLEMENTAL REPAIR AUTHORIZATION AND DISBURSEMENTS WILL BE AUTHORIZED AND HANDLED BY RISK MANAGEMENT.

### f) DELIVERY AND APPROVAL:

The vehicle shall be delivered by the Awarded Contract's Owner/Manager or someone who has the knowledge experience in order to review and discuss the quality and completeness of repairs. When the work is completed, the invoice shall be emailed to Fleet Services Representative for payment.

# g) EMERGENCY WORK

The Contractor agrees to accept such work as may be determined by the state as an emergency and so declared. The Contractor further agrees to give such emergency work **priority over all other work in the contractor's shop**. Emergencies will be justified only on vehicles used regularly in Public Safety emergency work or in providing, for the safety, health or welfare of the general public. **Fleet Services will designate those vehicles as emergency vehicles prior** to the contractor submitting an estimate. If the Contractor cannot perform expeditious work on emergency vehicles, the next contractor on the rotating list will be approached.

# OTHER CONTRACTOR REQUIREMENTS

- (1) The Contractor shall state in the repair estimate, the approximate turn around time for the repairs in the estimate.
- (2) The Contractor shall provide a written warranty of not less than one year, no exceptions. The Contractor shall guarantee the reliability and the accuracy of the sublet repairs just as if the work was done in house. The Contractor shall supply sublet documentation when repairs are sublet.
- (3) Quality of parts shall be O.E.M., no exceptions. New parts shall be used unless authorized in writing. The Contractor shall agree to replace vehicle's structural components with original factory components only and to supply proof of purchase of said parts. Sheet metal parts may be O.E.M., State approved after market, or State approved recycled/used and will be noted as such on estimate and invoice. The Contractor must retain replaced parts for inspection. Failure to notify Risk Management or Fleet Services of substitution of a used part, where the appraisal calls for a new part may be cause for termination of the contract and possible debarment from any future contracts with the state or any of its political subdivisions.
- (4) The Contractor shall agree to apply painting materials according to the manufacturer's recommended procedures and to apply material that will provide, at minimum, equal longevity compared to the original paint and procedures.
- (5) All installations and fabrications are subject to Fleet Services quality control inspection. There shall be no additional charges accepted for vendor comeback due to poor quality work. Only high quality work will be accepted for final payment.
- (6) The vehicle must be stored in a secured storage area or a building and the vehicle must be locked at all times when not being serviced.
- (7) The Contractor further agrees to allow a complete shop inspection by appropriate officials to determine the bidder's ability to perform and inspect the Contractor's work under a resulting agreement prior to making final award. Failure to meet these requirements will be just cause for State to reject the bid from the Contractor in its entirety.



The Contractor will agree to carry all insurance which may be required by federal and state laws, state and city ordinances, charters, regulations, and codes. Concurrent with the execution of the contract for services the contractor will furnish the state the following certificates of insurance. Certificates shall be issued by an insurance company authorized by the Insurance Department to transact business in the State of Utah. All certificates shall be subject to the approval of Risk Management. All certificates of insurance shall be identified with bid serial number and title. The bidder/contractor shall name...as additional insured on all insurance policies. No policy shall expire, be canceled or materially changed to effect coverage available to the State without thirty (30) days written notice to the State.

**Liability insurance**: a certificate of insurance evidencing insurance coverage for general liability including contractual liability, written on a comprehensive form with coverage for personal injury and a limit of liability of at least \$1,000,000 for bodily injury, property damage and personal injury.

Worker's compensation and employer's liability: a certificate of insurance evidencing statutory coverage for worker's compensation coverage, injury and a limit of liability of \$1,000,000 for employer's liability, or a letter of certification from the industrial commission that the vendor is an authorized self insurer.

**Error and omission policy**: the contractor selected must provide proof of their possession of an "Error and Omission Insurance Policy", in effect for the amount of \$500,000 which shall be maintained during the term of the contract.

**Garage liability including Garage Keepers Legal Liability**: a certificate evidencing coverage with a minimum limit of \$100,000 and to include loss of use of state operated vehicle(s).

The reference to risk management or state inspectors in these paragraphs only apply for state agencies. All cities, counties, towns and school districts may handle their procedures differently.

### **GUARANTEE:**

The Contractor shall guarantee that all structural procedures performed will return the vehicle to manufacturer's specifications and must be willing to demonstrate the ability to do so. The Contractor must guarantee his product against any defect in workmanship or materials. Failure to comply with this requirement shall result in immediate return of the vehicle at the expense of the Contractor for prompt repair. The state at its option may cancel any contract with a Contractor for poor quality work and lack of guarantee. The Contractor shall agree to perform any repairs according to the vehicle's factory recommended repair techniques. If no repair techniques are recommended, then I-CAR (Inter-Industry Conference on Automotive Collision Repair) repair procedures are to be used

### **ELECTRONIC ESTIMATES AND INVOICING:**

The Contractor must be able to do all the following requirements to be considered for an award. Any failure to follow these requirements will result in a contract cancellation.

- a) Contractors must be able to send and receive emails.
- b) They must be able to submit estimates, revised estimates, final invoices, photos, copies of sublet invoices, alignment printouts, and any other required paperwork by email, as attachments using any of the following file types: PDF, xls, jpg, doc, or txt.
- c) The estimate must be emailed at the time the estimate was prepared. The

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- - revised estimate must be emailed at the time of the revision. The final invoice must be emailed at the time of completion.
  - d) All correspondence must include accident number, license plate number, and type of correspondence. (estimate, revised estimate, etc.)
  - e) Final invoice needs to provide the following: accident number, license number, mileage, VIN, billing of parts and labor, sublet and tow as separate line items. and date vehicle entered the shop and date of completion.
  - f) Must accept Visa/MasterCard same as cash over the phone as payment. Any fees associated with the use of Visa/MasterCard will not be allowed to be added to the invoice. The state will not pay for any of these fees.
  - g) If the estimate changes, the successful bidder must email revised estimate. The estimate and final invoice must match.
  - h) Invoice is to be submitted within 72 hours from completion of the vehicle repairs.
  - i) After Contractor receives payment, only the invoice original/copies and Visa receipt must be mailed to:

Fleet Operations/Accounts Payable 4120 State Office Building Capital Hill Salt Lake City, Utah 84114

FINET COMMODITY CODE(S): 92819000000 – BODY WORK (INCLUDING UNDERCOATING) **92857000000 – PAINTING, VEHICLE** 

**REVISION HISTORY:**